Windward Community Development District

Agenda

February 17, 2021

AGENDA

Windward Community Development District

219 East Livingston Street, Orlando, FL 32801 Phone: 407-841-5524 – Fax: 407-839-1526

February 10, 2021

Board of Supervisors Windward Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Windward Community Development District will be held **Wednesday**, **February 17**, **2021 at 2:00 p.m.** at **7813 Four Seasons Blvd.**, **Kissimmee**, **Florida 34747**. Following is the agenda for the meeting:

- I. Roll Call
- II. Public Comment Period
- III. Approval of Minutes of January 20, 2021 Meeting
- IV. Consideration of Resolution 2021-04 Approving the Conveyance of Real Property and Improvements from K. Honvanian at Mystic Dunes, LLC
- V. Consideration of Drainage Easement Agreement with K. Hovnanian at Mystic Dunes, LLC
- VI. Consideration of Resolution 2021-05 Approval of State Board of Administration Investment Account
- VII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
- VIII. Other Business
 - IX. Supervisors' Requests
 - X. Adjournment

The second order of business of the Board of Supervisors meeting is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is approval of the minutes of the January 20, 2021 Board of Supervisors meeting. The minutes are enclosed for your review.

The fourth order of business is consideration of Resolution 2021-04 approving the conveyance of real property and improvements from K. Hovnanian at Mystic Dunes, LLC. A copy of the resolution is enclosed for your review.

The fifth order of business is consideration of drainage easement agreement with K. Hovnanian at Mystic Dunes, LLC. A copy of the agreement is enclosed for your review.

The sixth order of business is Resolution 2021-05 Approval of State Board of Administration Investment Account. A copy of the resolution is enclosed for your review.

Section C of the seventh order of business is the District Manager's Report and Section 1 includes the check register being submitted for approval. Section 2 includes the balance sheet and income statement for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

Jason Showe District Manager

Cc: Jan Carpenter, District Counsel

Brett Sealy, Underwriter Mike Williams, Bond Counsel David Kelly, District Engineer

Darrin Mossing, GMS

Enclosures



MINUTES OF MEETING WINDWARD COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Windward Community Development District was held Wednesday, January 20, 2021 at 2:00 p.m. at 7813 Four Seasons Boulevard, Kissimmee, Florida.

Present and constituting a quorum were:

John Kassik Chairman
Jimmy Clark Vice Chairman

Thomas Franklin Assistant Secretary by telephone

Marvin Morris Assistant Secretary
Leslie Peters Assistant Secretary

Also present were:

Jason ShoweDistrict ManagerKristen TruccoDistrict CounselSteven SahaDistrict EngineerWilliam ViasalyersField Manager

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS Public Comment

Mr. Morris stated we talked about sending an email to the people who live here about these meetings.

Mr. Showe stated we tried at the last meeting and we tried this one and because of the restrictions on capacity they did not want to send those out. Every meeting we will try to do that.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the November 18, 2020 Meeting

On MOTION by Mr. Kassik seconded by Mr. Morris with all in favor the minutes of the November 18, 2020 meeting were approved as presented. January 20, 2021 Windward CDD

Mr. Clark joined the meeting at this time.

FOURTH ORDER OF BUSINESS

Consideration of Data Sharing and Usage Agreement with the Osceola County Property Appraiser

Mr. Showe stated this is a standard agreement that we enter into with the property appraiser every year and this will allow us to put the assessments on the tax roll.

On MOTION by Mr. Franklin seconded by Mr. Kassik with all in favor the Data Sharing and Usage Agreement with the Osceola County Property Appraiser was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2021-03
Ratifying and Approving District's
Enrollment in E-Verify System

Ms. Trucco stated the Florida Legislature recently enacted a new law on the E-Verify System that requires all public employers to enroll in the new E-Verify System in order to verify the work authorization of all its new employees. Under the law the District qualifies as a public employer so we are required to comply with this new law. As part of that we are required to execute a memorandum of understanding to enroll in the E-Verify System and then moving forward any contractor or subcontractor that the District enters into an agreement with also must prove that they have enrolled in the E-Verify System before we can enter into an agreement with them. You will see in our agreements going forward we are going to have some E-Verify System compliance language in there.

The other statute section dealing with special Districts specifies that Board members are permitted to elect up to \$200 per meeting in their role as a supervisor, not as an employee of the District. Right now the District does not have any employees itself, the District enters into agreements with someone like myself or GMS who has their own employees. As this new law is interpreted in the future that may be change, but right now this is how we are interpreting the law. This resolution today is going to approve and ratify any actions taken by the District including executing the memorandum of understanding in order to comply with the new E-Verify System and it is also going to delegate authority to District staff, the chair and the vice chair to take any actions needed in the future including signing documents, that we need to take in order to comply with the new E-Verify System.

January 20, 2021 Windward CDD

Mr. Showe stated internally with GMS we are trying to determine the best place for us to house this because it affects every District that we manage. We need to make sure that every payment we make it to is an E-Verified vendor. GMS is now E-Verified so we are in the system, we comply but we are still trying to figure out how to roll this out to all our Districts.

On MOTION by Mr. Kassik seconded by Mr. Franklin with all in favor Resolution 2021-03 Ratifying and Approving District's Enrollment in E-Verify System was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Trucco stated we are working with the county regarding the expansion petition and we are hoping to get a response back by the end of the week and hopefully, we will be on the county commission agenda for approval. We will keep the Board updated.

B. Engineer

Mr. Saha stated the only outstanding item was the requisition that was requested and we had put together the costs for that. Many of the items were completed but they weren't all billed.

Mr. Showe stated we are working with the Engineer and Counsel and as soon as those items are finished and billed the District can seek reimbursement. In the event it is between meetings we will have the chair execute it and we will ratify it at the next meeting.

Ms. Trucco stated the Board can delegate authority now for the Chair to execute the requisition for the developer to be compensated for the completed work.

On MOTION by Mr. Kassik seconded by Mr. Morris with all in favor the Chairman was authorized to execute the requisition for completed work upon certification of the Engineer that the work has been complete in accordance with the District standards. January 20, 2021 Windward CDD

D. Manager

i. Approval of Check Register

On MOTION by Mr. Franklin seconded by Mr. Kassik with all in favor the check register was approved.

ii. Balance Sheet and Income Statement

A copy of the balance sheet and income statement were included in the agenda package.

iii. Field Operations

Mr. Viasalyers stated removal of the magnolia tree that was approved at the last meeting has been removed. The new contractor, Capital Land Management, has done a great job getting the property up to par and the transition from Down to Earth.

SEVENTH ORDER OF BUSINESS Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor's Requests

There being none,

On MOTION by Mr. Morris seconded by Ms. Peters with all in favor the meeting adjourned at 2:14 p.m.

Secretary/Assistant Secretary	Chairman/Vice Chairman	

SECTION IV

RESOLUTION 2021-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDWARD COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM K. HOVNANIAN AT MYSTIC DUNES, LLC; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Windward Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

WHEREAS, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

WHEREAS, K. Hovnanian at Mystic Dunes, LLC, a Florida limited liability company (hereinafter "Hovnanian"), has requested the acceptance by the District of real property and infrastructure improvements, as more particularly described in the Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner's Affidavit and Certificate of District Engineer, attached hereto as Exhibit "A", evidencing such conveyance (the "Conveyance Documents"); and

WHEREAS, the District Counsel and the District Manager have reviewed the conveyances from Hovnanian, and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of Exhibit "A," to evidence compliance with the requirements of the District for accepting the conveyances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the District (the "Board"), as follows:

1. <u>Incorporation of Recitals.</u> The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

- 2. <u>Approval of Acquisition and Transfer of the Real Property and Improvements.</u> The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit "A," to the District, and accepts the documents evidencing such conveyances in Exhibit "A."
- 3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in Exhibit "A," and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.
- 4. <u>Ratification of Prior Actions</u>. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.
- 5. <u>Severability</u>. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.
 - 6. <u>Effective Date</u>. This Resolution shall take effect immediately upon its adoption.

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Windward Community Development District, this 17th day of February, 2021.

Attest:	WINDWARD COMMUNITY DEVELOPMENT DISTRICT
D.: 4	By:
Print:	Name:
Secretary/Asst. Secretary	Title:

EXHIBIT "A"

CONVEYANCE DOCUMENTS

- 1. Warranty Deed
- 2. Bill of Sale
- 3. Agreement Regarding Taxes
- 4. Owner's Affidavit
- 5. Certificate of District Engineer

Prepared By:

Chadwick E. Crews, Esq. Shutts & Bowen LLP 300 S. Orange Avenue Suite 1600 Orlando, Florida 32801

Tax Parcel ID:

WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made by K. HOVNANIAN AT MYSTIC DUNES, LLC, whose mailing address is 2301 Lucien Way, Suite 260, Maitland, Florida 32751 (hereinafter the "Grantor"), and the WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district, having an address at c/o Governmental Management Services-Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (hereinafter the "Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of \$10.00, to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, his heirs and assigns forever, the property described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter the "Property").

TOGETHER WITH all tenements, hereditaments, easements and appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Property in fee simple forever.

AND Grantor does hereby covenant with and warrant to Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and that the Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

SUBJECT TO taxes for the year 2021 and subsequent years, covenants, restrictions, easements, reservations and limitations of record, if any.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered in the presence of:	K. HOVNANIAN AT MYSTIC DUNES, LLC, a Florida limited liability company
Witness	Ву:
Printed Name	Print:Title:
Witness	
Printed Name	
STATE OF FLORIDA	
COUNTY OF	
The foregoing instrument wa presence or □ online notarization the	as acknowledged before me by means of \square physical his, 2021, by
MYSTIC DUNES, LLC, a Florida is □ personally known to me, o as ide	of K. HOVNANIAN AT limited liability company, on its behalf. Said person or \square has produced a valid Driver's License or entification.
	Notary Public, State of Florida
	Type or print name of Notary
	Commission Expiration Date

EXHIBIT A

(Four Seasons – Phase 3B and 4A)

The following tracts contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3B AND 4A:

Tracts SW-3B, SW-3D, SW-4A, SW-4B (Stormwater)

Tract A (Right-of-Way)

Tracts OS-D, OS-G, OS-H, OS-J, OS-K, OS-L, OS-M, OS-N, OS-O, OS-T (Open Space)

And

Tracts W-1, W-3 (Wetlands),

all as recorded in Plat Book 29, Page 175 of the Official Records of Osceola County.

BILL OF SALE ABSOLUTE AND AGREEMENT

(WINDWARD – FOUR SEASONS PHASE 3B AND 4A)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT ("Agreement") is made as of this _____ day of _____, 2021, by and between WINDWARD COMMUNITY DEVELOPMENT DISTRICT (hereinafter referred to as the "District"), a Florida community development district created pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida, 32801, and K. HOVNANIAN AT MYSTIC DUNES, LLC, a Florida limited liability company (hereinafter referred to as "Developer") whose address is 2301 Lucien Way, Suite 260, Maitland, Florida 32751, and

RECITALS

WHEREAS, Developer owns certain improvements and equipment located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit "A" attached hereto (collectively, the "Improvements"); and

WHEREAS, both Developer and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

WHEREAS, Developer desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance.

NOW, THEREFORE, the parties hereto hereby agree to and acknowledge the following:

- 1. The above recitals are true and correct and are hereby incorporated into this Agreement.
- 2. KNOW ALL MEN BY THESE PRESENTS that Developer, of the County of Osceola and the State of Florida, for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer's right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever.
- 3. All personal property described and conveyed herein is conveyed with all express or implied warranties of merchantability, fitness for use or other warranties not expressly stated herein, as applicable.

4. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered in the presence of:	K. HOVNANIAN AT MYSTIC DUNES, LLC, a Florida limited liability company
Witness	By:
Printed Name	Print:
	Title:
Witness	
Printed Name	
STATE OF FLORIDA COUNTY OF	
or online notarization this	acknowledged before me by way of physical presence lay of, 2021, by
DUNES, LLC, a Florida limited liabi	of K. HOVNANIAN AT MYSTIC lity company, on its behalf. Said person is [] personally as identification.
	Notary Public; State of Florida Print Name:
	My Commission Expires:
	My Commission No.:

COUNTERPART SIGNATURE PAGE TO BILL OF SALE (WINDWARD – FOUR SEASONS PHASE 3B AND 4A PROJECT)

ATTEST:	WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district
By:	
By: Secretary/Asst. Secretary	
	Ву:
	Print:
	Title:
The foregoing instrument was ack or online notarization this	nowledged before me by way of physical presence, 2021, by of the Board of Supervisors of
the WINDWARD COMMUNITY DE	EVELOPMENT DISTRICT, a Florida community person is [] personally known to me or [] has
	Notary Public; State of Florida
	Print Name:
	My Commission Expires:
	My Commission No.:

EXHIBIT "A"

LOCATION AND LIST/DESCRIPTION OF IMPROVEMENTS

The following tracts contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3B AND 4A:

Tracts SW-3B, SW-3D, SW-4A, SW-4B (Stormwater)

Tract A (Right-of-Way)

Tracts OS-D, OS-G, OS-H, OS-J, OS-K, OS-L, OS-M, OS-N, OS-O, OS-T (Open Space)

And

Tracts W-1, W-3 (Wetlands),

all as recorded in Plat Book 29, Page 175 of the Official Records of Osceola County.

List/Description of Improvements:

Tract A (Right-of-Way):

- Stormwater Improvements
- Potable Water Distribution
- Reclaimed Water Distribution
- Sanitary Sewer System
- Electrical/Street Lights
- Landscape/Hardscape Elements

Tracts SW-3B, SW-3D, SW-4A, SW-4B (Stormwater):

- Stormwater Improvements
- Landscape/Hardscape Elements
- Reclaimed Water Distribution

Tracts OS-D, OS-G, OS-H, OS-J, OS-K, OS-L, OS-M, OS-N, OS-O, OS-T (Open Space):

- Stormwater Improvements
- Landscape/Hardscape Elements
- Reclaimed Water Distribution

Tracts W-1, W-3 (Wetlands):

• Stormwater Improvements

AGREEMENT REGARDING TAXES

(WINDWARD – FOUR SEASONS PHASE 3B AND 4A)

THIS AGREEMENT REGARDING TAXES ("Agreement") is entered into this _____ day of ______, 2021, by and between K. HOVNANIAN AT MYSTIC DUNES, LLC, a Florida limited liability company, whose address is 2301 Lucien Way, Suite 260, Maitland, Florida 32751 ("Developer"), and WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("District").

WITNESSETH

WHEREAS, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on <u>Exhibit "A"</u> attached hereto and incorporated herein (the "Property"); and

WHEREAS, Developer is the owner and developer of infrastructure improvements and/or personal property, made in, on, over, under and through the Property, as described on Exhibit "A" attached hereto and incorporated herein (the "Improvements"); and

WHEREAS, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, Florida Statutes; and

WHEREAS, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Property and the Improvements to the District via Special Warranty Deed and Bill of Sale Absolute and Agreement; and

WHEREAS, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Osceola County Property Appraiser because of the District's status as a governmental entity; and

WHEREAS, in conjunction with the conveyance of the Property and Improvements from Developer to District, Developer and District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

- 2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2020 and all prior years have been paid in full.
- 3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Property for the tax year 2021.
- 4. District shall, within thirty (30) days of receipt, forward to the Developer, at their address set forth above and via U.S. mail, any correspondence, notice or bill from the Osceola County Tax Collector relating to the Property for tax year 2020 that the District actually receives in its office.
- 5. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property and Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2021, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES

(WINDWARD – FOUR SEASONS PHASE 3B AND 4A)

WITNESSES:	K. HOVNANIAN AT MYSTIC DUNES, LLC, a Florida limited liability company
X	_
Print:	By:
X	Print:
Print:	Title:
ATTEST	WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district
X	By:
Print:	Print:
Secretary/Asst. Secretary	Title:

EXHIBIT "A"

Legal Description of the Property and Description of the Improvements

The following tracts contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3B AND 4A:

Tracts SW-3B, SW-3D, SW-4A, SW-4B (Stormwater)

Tract A (Right-of-Way)

Tracts OS-D, OS-G, OS-H, OS-J, OS-K, OS-L, OS-M, OS-N, OS-O, OS-T (Open Space)

And

Tracts W-1, W-3 (Wetlands),

all as recorded in Plat Book 29, Page 175 of the Official Records of Osceola County.

List/Description of Improvements:

Tract A (Right-of-Way):

- Stormwater Improvements
- Potable Water Distribution
- Reclaimed Water Distribution
- Sanitary Sewer System
- Electrical/Street Lights
- Landscape/Hardscape Elements

Tracts SW-3B, SW-3D, SW-4A, SW-4B (Stormwater):

- Stormwater Improvements
- Landscape/Hardscape Elements
- Reclaimed Water Distribution

Tracts OS-D, OS-G, OS-H, OS-J, OS-K, OS-L, OS-M, OS-N, OS-O, OS-T (Open Space):

- Stormwater Improvements
- Landscape/Hardscape Elements
- Reclaimed Water Distribution

Tracts W-1, W-3 (Wetlands):

Stormwater Improvements

OWNER'S AFFIDAVIT (WINDWARD – FOUR SEASON PHASE 3B AND 4A)

COUNTY OF	
BEFORE ME, the u	ndersigned authority, personally appeared
("Affiant") as	of K. Hovnanian at Mystic Dunes, LLC, a Florida
limited liability company, v	whose address is 2301 Lucien Way, Suite 260, Maitland, Florida
32751 (the "Owner"), on bel	nalf of said company, who being first duly sworn on oath says:

- 1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder in and to certain lands located in Osceola County, Florida (the "Property") and of certain infrastructure improvements on the Property (the "Improvements"), as more particularly described on Exhibit "A" attached hereto, and that Affiant is an Authorized Signatory of Owner, and is making this Affidavit in that capacity only, and no recourse shall be made against Affiant individually.
- 2. That the Property and Improvements, as described in the Warranty Deed and Bill of Sale Absolute and Agreement dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title set forth in the plat of Four Seasons at Orlando Phase 3B and 4A, as recorded in Plat Book 29, Page 175, of the Official Records of Osceola County, Florida (the "Plat").
- 3. That Affiant knows of no facts by reason of which the title to, or possession of, the Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Property and Improvements might be asserted adversely to Owner.
- 4. That there have been no liens filed against the Property or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Property or Improvements, either in the construction or repair of any of the Improvements thereon, or otherwise in connection with the Property which bills may have been incurred during the last ninety (90) days.
- 5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.
- 6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property or Improvements, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Property or Improvements.

STATE OF FLORIDA

- 7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.
- 8. That this Affidavit is given for the purposes of inducing the Windward Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the conveyance of the Property and Improvements from the Owner.
- 9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective date of the Plat and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the ownership of the Improvements.
- 10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of _______; (v) has a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that Buyer and LLEB are relying on this certification in determining whether withholding is required upon said transfer.
- 11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

Owner's Affidavit K Hovnanian - Windward CDD Four Seasons Phase 3B and 4A Conveyances

FURTHER AFFIANT SAYETH NAUGHT. DATED: ______, 2021 "OWNER" K. HOVNANIAN AT MYSTIC DUNES, LLC, a Florida limited liability company (Signature) By:_____ (Print Name) (Signature) Title: _____ (Print Name) STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me by way of __ physical presence or ___ online notarization this ____ day of ____, 2021, by ____, as ____ of K. HOVNANIAN AT MYSTIC DUNES, LLC, a Florida limited liability company, on behalf of the company. He / She [] is personally known to me, or [] produced ______as identification. Print Name: Notary Public-State of Florida at Large Commission No.: My Commission Expires:

Exhibit "A" Legal Description of Property

The following tracts contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3B and 4A:

Tracts SW-3B, SW-3D, SW-4A, SW-4B (Stormwater)

Tract A (Right-of-Way)

Tracts OS-D, OS-G, OS-H, OS-J, OS-K, OS-L, OS-M, OS-N, OS-O, OS-T (Open Space)

And

Tracts W-1, W-3 (Wetlands),

all as recorded in Plat Book 29, Page 175 of the Official Records of Osceola County.

List/Description of Improvements

Tract A (Right-of-Way):

- Stormwater Improvements
- Potable Water Distribution
- Reclaimed Water Distribution
- Sanitary Sewer System
- Electrical/Street Lights
- Landscape/Hardscape Elements

Tracts SW-3B, SW-3D, SW-4A, SW-4B (Stormwater):

- Stormwater Improvements
- Landscape/Hardscape Elements
- Reclaimed Water Distribution

Tracts OS-D, OS-G, OS-H, OS-J, OS-K, OS-L, OS-M, OS-N, OS-O, OS-T (Open Space):

- Stormwater Improvements
- Landscape/Hardscape Elements
- Reclaimed Water Distribution

Tracts W-1, W-3 (Wetlands):

• Stormwater Improvements

Owner's Affidavit K Hovnanian - Windward CDD Four Seasons Phase 3B and 4A Conveyances

CERTIFICATE OF DISTRICT ENGINEER

(WINDWARD - FOUR SEASONS AT ORLANDO PHASE 3B AND 4A)

- I, **David Kelly**, as a professional engineer of Poulos & Bennett, LLC, a Florida limited liability company, licensed to provide professional services to the public in the State of Florida under Florida Certificate of Authorization No. 28567, with offices located at 2602 E. Livingston St., Orlando, FL 32803 ("P&B"), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:
- 1. That I, through P&B, currently serve as District Engineer to the Windward Community Development District (the "District").
- 2. That the District proposes to accept, for perpetual ownership, operation and maintenance, certain parcels of real property described in <u>Exhibit "A"</u> attached hereto (the "Property"), as well as associated improvements made in, on, over and through the Property, including but not limited to those items of personal property listed in <u>Exhibit "A"</u> attached hereto and incorporated herein (the "Improvements").
- 3. That this certification (the "Certification") is provided in conjunction with, and in support of, the District's acceptance of the Property and Improvements, and the District will rely on this Certification for such purposes.
- 4. That the Improvements, to the extent they exist, were constructed, installed and/or completed, as appropriate, in general accordance with known plans, specifications and permits required and/or approved by any known governmental authorities, as applicable.
- 5. That the Improvements are in good working order and repair, free from any and all major defects.
- 6. That there are no existing easements, encroachments or other matters that will prevent the District from accessing, operating, maintaining or repairing the Property and/or Improvements.
- 7. That the Improvements are properly permitted by the appropriate governmental entities (as applicable and if necessary), and that copies of the applicable documents and permits relating to the Property and/or Improvements that have actually been provided to P&B are being held by P&B as records of the District on its behalf.
- 8. That the District's acquisition, ownership, operation and maintenance of the Property and Improvements is consistent with existing plats depicting the Property and/or Improvements, the District's prior acceptance and current ownership of other areas within the District of a similar nature and type, and is not inconsistent with the District's Engineer's Cost Report, as amended.

[Signature page to follow.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER (WINDWARD – FOUR SEASONS AT ORLANDO PHASE 3B AND 4A)

DATED : February, 2021	
Witness:	
Print:	DAVID M. KELLY, PE, CFM
	2602 E. Livingston St. Orlando, Florida 32803
Witness:	
Print:	
STATE OF FLORIDA COUNTY OF	
presence or online notarization this Poulos & Bennett, LLC, a Florida limited	knowledged before me by means of physical day of February, 2021 by DAVID M. KELLY , of liability company, on behalf of said company. Said or [] has produced a valid driver's license as
	Notary Public; State of Florida
(SEAL)	Print Name:Commission Expiration:
	Commission Expiration:
	Commission No.:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

The following tracts contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3B AND 4A:

Tracts SW-3B, SW-3D, SW-4A, SW-4B (Stormwater)

Tract A (Right-of-Way)

Tracts OS-D, OS-G, OS-H, OS-J, OS-K, OS-L, OS-M, OS-N, OS-O, OS-T (Open Space)

And

Tracts W-1, W-3 (Wetlands),

all as recorded in Plat Book 29, Page 175 of the Official Records of Osceola County.

LIST/DESCRIPTION OF THE IMPROVEMENTS

Tract A (Right-of-Way):

- Stormwater Improvements
- Potable Water Distribution
- Reclaimed Water Distribution
- Sanitary Sewer System
- Electrical/Street Lights
- Landscape/Hardscape Elements

Tracts SW-3B, SW-3D, SW-4A, SW-4B (Stormwater):

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- Landscape/Hardscape Elements
- Reclaimed Water Distribution

Tracts OS-D, OS-G, OS-H, OS-J, OS-K, OS-L, OS-M, OS-N, OS-O, OS-T (Open Space):

- Stormwater Improvements
- Landscape/Hardscape Elements
- Reclaimed Water Distribution

Tracts W-1, W-3 (Wetlands):

• Stormwater Improvements



PREPARED BY AND AFTER RECORDING RETURN TO:

Chadwick E. Crews, Esq. Shutts & Bowen LLP 300 S. Orange Avenue Suite 1600 Orlando, Florida 32801

Tax Parcel ID:

<u>DRAINAGE EASEMENT AGREEMENT</u> (WINDWARD – FOUR SEASONS PHASE 3B AND 4A)

THIS DRAINAGE EASEMENT AGREEMENT (this "Easement") is made and entered into as of the _____ day of _____, 2021 ("Effective Date"), by and between K. HOVNANIAN AT MYSTIC DUNES, LLC, a Florida limited liability company ("Grantor"), and WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district created pursuant to Chapter 190, Florida Statutes ("Grantee") (Grantor and Grantee are sometimes referred to herein as a "Party" or collectively as the "Parties").

RECITALS

- 1. Grantor is the owner of certain real property located in Osceola County, Florida, being more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "**Property**").
- 2. Pursuant to that certain Plat of Four Seasons at Orlando Phase 3B and 4A, recorded in Plat Book 29, Page 175 of the Official Records of Osceola County, Florida (the "Plat"), Grantor has agreed to convey to Grantee a drainage easement over a portion of the Property, being more particularly described on <u>Exhibit "B"</u> attached hereto and made a part hereof by this reference (the "Easement Area") pursuant to a separate instrument.
- **NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00) in hand paid, for the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, for and on behalf of themselves, their legal representatives, successors and assigns, do hereby covenant and agree as follows:
- 1. <u>Recitals</u>. The above recitals are true and correct and are hereby incorporated herein by this reference.

2. Grant of Drainage Easement.

- (a) Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, a perpetual and non-exclusive easement across, through, under, over, in and on the Easement Area for construction, use, maintenance, repair and replacement of certain drainage and stormwater improvements and facilities (the "Drainage Facilities") necessary in connection with the development of the Property for the benefit of the owners of the real property shown on the Plat (the "Designated Beneficiaries").
- (b) The design, engineering, permitting, installation, construction, maintenance, repair, and replacement of any Drainage Facilities shall be performed by Grantee at Grantee's cost and expense, pursuant to and in compliance with any and all applicable governmental laws, codes, rules, regulations, and approvals, in a manner that does not unreasonably interfere with the use thereof by the Designated Beneficiaries.
- 3. Indemnity; Lien Free Condition. Grantee agrees to and shall indemnify, defend and hold harmless Grantor and its employees, agents, contractors and invitees, from and against any and all losses, liabilities, claims, damages, costs and expenses, including, without limitation, actual and reasonable attorneys' fees and expenses, that any of them may sustain or incur or to which any of them may be subjected, arising from or relating to the actions, activities or omissions of Grantee related to the easement rights herein. All work required or permitted to be performed pursuant to this Easement on, under, across, over or through the Easement Area shall be performed free and clear of all materialman's liens, mechanic's liens and other liens. In the event any such lien attaches, Grantee shall, within thirty (30) days after notice that said lien has been filed, pay the claim secured by such lien or remove such lien by bond. In the event Grantee fails to do so, then Grantor may pay and satisfy such lien or remove such lien by bond, and Grantee shall reimburse Grantor for all costs and expenses incurred by Grantor in connection therewith, including attorneys' fees and interest at the post-judgment interest rate then prevailing in the courts of Osceola County, Florida.
- 4. Reservation of Rights. The easement rights granted in this Easement are non-exclusive in nature and are subject to all covenants, restrictions, easements and other encumbrances and matters of record. The owner of the Easement Area shall have the right to use the Easement Area for any purpose not inconsistent with the full use and enjoyment of the rights granted herein.
- 5. <u>Covenants Running with the Land</u>. All rights, privileges, benefits and burdens created herein are covenants and agreements running with title to the Property and shall be binding upon and inuring to the benefit of Grantor and its successors in title and the Designated Beneficiaries. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public or for any public use or purpose whatsoever.
- 6. <u>Notices</u>. All notices, consents, approvals, waivers and elections which any Party shall be requested or shall desire to make or give under this Easement shall be in writing and shall be given only by (i) hand delivery, (ii) certified mail, (iii) next day delivery by nationally recognized package delivery service, or (iv) by email, with confirmation of receipt. Notices, including notice of a change of address or phone number, shall be addressed or transmitted to the

addresses set forth below, or that a Party may otherwise designate in the manner prescribed herein:

To Grantor: K. Hovnanian at Mystic Dunes, LLC

Attention: Kyle Upper, Division President

2301 Lucien Way, Suite 260 Maitland, Florida 32751 Email: kupper@khov.com

To Grantee: Windward Community Development District

Attention: District Manager

c/o Governmental Management Services - Central Florida, LLC

219 East Livingston Street Orlando, Florida 32801 Email: jshowe@gmscfl.com

With a copy to: Latham, Luna, Eden & Beaudine, LLP

Attention: Jan Carpenter, District Counsel 111 North Magnolia Ave., Suite 1400

Orlando, Florida 32801

Email: jcarpenter@lathamluna.com

7. Miscellaneous.

(a) This Easement shall not be modified or amended in any respect except by written instrument executed by or on behalf of the Parties in the same manner as this Easement is executed, and specifically referencing such a modification or amendment.

- (b) No delay or omission of any Party hereto in the exercise of any right accruing upon any breach or default of the other Party shall impair such right or be construed to be a waiver thereof, and each such right may be exercised at any time during the continuance of such a breach or default. A waiver by any Party hereto of a breach of, or default in, any provision of this Easement by the other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement.
- (c) No breach of or default in the provisions of this Easement shall entitle any Party to cancel, rescind or otherwise terminate this Easement or any of the rights and obligations declared hereunder, but such limitation shall not affect, in any manner, any of the other rights or remedies which any Party may have hereunder and/or at law or in equity by reason of any breach of or default in the provisions of this Agreement.
- (d) If any provision of this Easement, or a portion thereof, or the application thereof to any person or circumstance, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any persons or circumstances, shall not be affected thereby. Each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

- (e) This Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.
- (f) The prevailing party in any litigation involving this Easement shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, paralegal fees and costs incurred in connection with such litigation, at arbitration, or appeal or otherwise.
- (g) The section and other headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement and shall not be considered in any construction or interpretation of this Easement, or any part hereof.
- (h) This Easement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one agreement.
- (i) All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraph of this Easement. Unless otherwise specified in this Easement, the terms "herein," "hereinafter," "hereinafter," "hereunder" and other terms of like or similar import, shall be deemed to refer to this Easement as a whole, and not to any particular paragraph or subparagraph hereof.
- (j) Each of the rights and benefits granted herein shall include all those additional rights and benefits that are necessary for the full enjoyment thereof and are customarily incidental thereto.
- (k) Except as may be expressly limited by the terms of this Easement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first written above.

	GRANTOR :
	K. HOVNANIAN AT MYSTIC DUNES, LLC, a Florida limited liability company
Printed Name:	By: Name: Title:
Printed Name:	
or online notarization this day of K. Hovnanian	owledged before me by way of physical presence of, 2021, by, as at Mystic Dunes, LLC, a Florida limited liability is personally known to me OR has produced entification
(Signature of Notary Public)	
(Typed name of Notary Public) Notary Public, State of Florida Commission No.:	

Signed, sealed and delivered in the presence of:	<u>GRANTEE</u> :
	WINDWARD COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district
Printed Name:	By:
Printed Name:	
STATE OF COUNTY OF The foregoing instrument was acknowledged or online notarization this day of of Windward Community development district. S/He is personally	Development District, a Florida community
——————————————————————————————————————	as identification.
(Signature of Notary Public)	
(Typed name of Notary Public) Notary Public, State of Commission No.: My Commission Expires:	

EXHIBIT "A"

Property

The parcels of land contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3B and 4A, as recorded in Plat Book 29, Page 175, of the Official Records of Osceola County.

EXHIBIT "B"

Easement Area

The drainage easements contained within the plat of FOUR SEASONS AT ORLANDO PHASE 3B and 4A, as recorded in Plat Book 29, Page 175, of the Official Records of Osceola County.

SECTION VI

RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINDWARD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISTRICT MANAGER TO ESTABLISH AN ACCOUNT WITH THE STATE BOARD OF ADMINISTRATION: APPOINTING THE DISTRICT MANAGER AS ITS LEGAL REPRESENTATIVE WITH RESPECT TO SAID ACCOUNT(S) AND PROVIDING FOR THE DURATION OF SAID **AUTHORIZATION**

WHEREAS, the Windward Community Development District (the "District") is a local unit of special purpose government created and existing under Chapter 190, Florida Statutes; and

WHEREAS, the District finds that from time to time has funds on hand in excess of current needs; and

WHEREAS, it is in the best interest District and its landowners that said excess funds be invested to return the highest yield consistent with proper safeguards and the Districts currently adopted policies regarding the deposit of public funds.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINDWARD COMMUNITY DEVELOPMENT DISTRICT:

- 1. That the District Manager, Governmental Management Services-Central Florida, LLC, ("GMS") and its designee, as legal representative(s) of the District is hereby authorized to act as the administrator(s) for funds held at the State Board of Administration.
- 2. The District Manager and/or its designee shall have the authority to establish an account(s) on behalf of the District with the State Board of Administration, withdraw funds from or transmit funds to said account(s) at the State Board of Administration, establish funds transfer instructions, name designee(s), and initiate changes to this information via the Investment Pool Input Document.
- 3. That this authorization shall be continuing in nature until revoked by District or until a new legal representative is appointed.

ATTEST:	WINDWARD COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairman/Vice Chairman

THIS RESOLUTION INTRODUCED AND ADOPTED by the District at its regularly scheduled meeting this 17th day of February, 2021.

SECTION VII

SECTION C

SECTION 1

Windward Community Development District

Summary of Check Register

November 1, 2020 to December 31, 2020

Fund	Date	Check No.'s	Amount
General Fund			
	11/18/20	294-304	\$ 50,462.36
	11/20/20	305	\$ 1,703.30
	11/25/20	306-311	\$ 35,015.08
	12/4/20	312	\$ 1,687.50
	12/11/20	313-320	\$ 32,634.92
	12/16/20	321	\$ 7,765.00
	12/17/20	322	\$ 2,500.00
	12/18/20	323	\$ 221,420.31
	12/30/20	324	\$ 132.00
Total			\$ 353,320.47

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PAGE YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 2/10/21 WINDWARD CDD - GENERAL FUND BANK A GENERAL FUND

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WWRD --WINDWARD-- IARAUJO

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WWRD --WINDWARD-- IARAUJO

SECTION 2

Windward Community Development District

Unaudited Financial Reporting
December 31, 2020



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Series 2018 Capital Projects Income Statement	8
Series 2020 Capital Projects Income Statement	9
Month To Month	10
Month 10 Month	
Long Term Debt Summary	11
Assessment Receipt Schedule	12

Community Development District Combined Balance Sheet December 31, 2020

		General	1	Debt Service	C	apital Projects		Totals
		Fund	22	Fund		Fund	Gov	ernmental Funds
Assets:								
Cash	\$	267,880	\$	-	\$	-	\$	267.880
Investments							•	207,000
Series 2018 A-1/A-2								
Reserve A-1	\$	_	\$	121,730	\$	-	\$	121,730
Reserve A-2	\$	-	\$	77,865	\$	_	\$	77,865
Revenue	\$	-	\$	223,131	\$	_	\$	223,131
Prepayment A-2	\$	-	\$	560,572	\$	_	\$	560,572
Construction	\$	_	\$	-	\$	5,270	\$	5,270
Series 2020 A-1/A-2	*		*		Ψ	3,270	Ф	3,270
Reserve A-1	\$	_	\$	127,656	\$		\$	127.656
Reserve A-2	\$	_	\$	177,199	\$	-	\$ \$	127,656
Revenue	\$		\$	177,179	\$	•		177,199
Interest A-1	\$	_	\$	179,495	\$	-	\$	1
Interest A-2	\$	_	\$			-	\$	179,495
Construction	\$	-	\$	354,398	\$	0.000.004	\$	354,398
Cost of Issuance	\$ \$	-		-	\$	8,308,374	\$	8,308,374
Acquisition Retainage	-	-	\$	-	\$	59,575	\$	59,575
Due From Developer	\$	-	\$	-	\$	2,646,128	\$	2,646,128
-	\$		\$	-	\$		\$	-
Due From Other	\$	31,766	\$	-	\$	<u> </u>	\$	31,766
Due From General Fund	\$		\$	7,235	\$	-	\$	7,235
Total Assets	\$.	299.646	S	1,829,282	\$	11,019,348	\$	13,148,276
Liabilities:								
Accounts Payable	\$	29,067	\$	_	\$	_	\$	29,067
Due To Debit Service Fund	\$	7,235	\$	_	\$	_	\$	7,235
Due To Other	\$	31	\$	_	\$	-	\$	
	*	51	Ψ		Ψ	_	Ф	31
Total Liabilities	\$	36,332	\$		\$		\$	36,332
Fund Balances:								
Unassigned	\$	263,314	\$	_	\$		÷	26224
Assigned for Debt Service	\$	203,314	\$	- 1,829,282		-	\$	263,314
Assigned for Capital Projects	\$	-	\$ \$	1,049,404	\$	- 14 040 045	\$	1,829,282
ressigned for Capital 1 forces	Ф	•	Þ	-	\$	11,019,348	\$	11,019,348
Total Fund Balances	\$	263,314	\$	1,829,282	\$	11,019,348	\$	13,111,944
Total Liabilities & Fund Balance	\$	299,646	\$	1,829,282	S	11010240	\$	12140076
and Bullinee	*	277,040	- D	1,047,404		11,019,348	•	13,148,276

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pro	rated Budget		Actual	
		Budget	The	u 12/31/20	- Jine	u 12/31/20	Variance
Revenues							
Assessments - Tax Roll/Direct	\$	159,059	\$	149,271	\$	149,271	\$ _
Assessments - Direct Billed	\$	153,167	\$	38,292	\$	76,584	\$ 38,292
Deficit Funding	\$	198,976	\$	44,937	\$	44,937	\$
Total Revenues	\$	511,202	\$	232,500	\$	270,792	\$ 38,292
Expenditures:							
General & Administrative;							
Supervisors Fees	\$	4,800	\$	1,200	\$	_	\$ 1,200
FICA Expense	\$	367	\$	92	\$	-	\$ 92
Engineering	\$	16,000	\$	4,000	\$	4,296	\$ (296)
Attorney	\$	25,000	\$	6,250	\$	14,646	\$ (8,396)
Arbitrage	\$	450	\$	-	\$		\$ (4,4,70)
Dissemination	\$	3,500	\$	875	\$	1,458	\$ (583)
Annual Audit	\$	4,200	\$	-	\$		\$ (000)
Trustee Fees	\$	5,000	\$	3,717	\$	3,717	\$ _
Assessment Administration	\$	5,000	\$	5,000	\$	5,000	\$ _
Management Fees	\$	36,050	\$	9,013	\$	9,013	\$ (0)
Information Technology	\$	1,800	\$	450	\$	150	\$ 300
Telephone	\$	300	\$	75	\$		\$ 75
Postage	\$	1,000	\$	250	\$	123	\$ 127
Travel Per Diem	\$	660	\$	165	\$	_	\$ 165
Printing & Binding	\$	500	\$	125	\$	14	\$ 111
Insurance	\$	5,500	\$	5,500	\$	5,381	\$ 119
Legal Advertising	\$	2,500	\$	625	\$	103	\$ 522
Other Current Charges	\$	1,000	\$	250	\$	591	\$ (341)
Office Supplies	\$	400	\$	100	\$	1	\$ 99
Property Appraiser	\$	500	\$	125	\$		\$ 125
Property Taxes	\$	250	\$	63	\$	_	\$ 63
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$ -
Boundary Expansion	\$	透	\$	-	\$	2,500	\$ (2,500)
Total General & Adm inistrative:	- \$	114,952	\$	38,049	s	47,168	\$ (9,119)

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted		rated Budget		Actual		
		Budget	Thi	v 12/31/20	The	u 12/31/20		Variance
Operation & Maintenanc e								
Field Expenses								
Field Services	\$	15,450	\$	3,863	\$	3,863	\$	
Facility Maintenance	\$	12,000	\$	3,000	\$	2,129	\$	871
Telephone	\$	3,500	\$	875	\$	198	\$	875
Electric	\$	26,000	\$	6,500	\$	11,852	\$	(5,352
Water & Sewer	\$	210,000	\$	52,500	\$	81,238	\$	(28,738
Security Building Maintenance	\$	10,000	\$	2,500	\$	492	\$	2,008
Landscape Maintenance	\$	63,000	\$	15,750	\$	22,454	\$	(6,704
Landscape Contingency	\$	25,000	\$	6,250	\$	9,682	\$	(3,432
Property Insurance	\$	6,000	\$	6,000	\$	2,713	\$	3,287
Fountain Maintenance	\$	4,200	\$	1,050	\$	1,170	\$	(120
Lake Maintenance	\$	6,000	\$	1,500	\$	-	\$	1,500
Irrigation Repairs	\$	4,000	\$	1,000	\$	1,366	\$	(366
Lighting Maintenance	\$	2,500	\$	625	\$	-	\$	625
Monument Maintenance	\$	1,400	\$	350	\$	1,165	\$	(815
Roadway Maintenance	\$	2,200	\$	550	\$	3,050	\$	(2,500
Contingency	\$	5,000	\$	1,250	\$	10	\$	1,240
Total Operations and Maintenance Expenses	\$	396,250	\$	103,563	\$	141,185	\$	(37,622)
Total Expendit ures	S	511,202	\$	141,612	\$	188,353	\$	(46,741)
Other Financing Sources/(Uses)								
Transfer In/Out	\$		\$	~	\$	(3,605)	\$	(3,605)
Total Other Financing Sources (Uses)	\$		s		\$	(3,605)	\$	(3,605
Excess Revenues (Expenditures)	\$	0	ring.	- 1000	\$	78,834		
Fund Balanc e - Beginning	\$				\$	184,480		
fund Balance - Ending	\$	0	. Elle		\$	263,314	12.2	

Community Development District

Debt Service Fund - Series 2018-A1

Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted		rated Budget	- 450	Actual	
	8 10	Budget	Thr	u 12/31/20	Thr	u 12/31/20	Variance
Revenues							
Special Assessments - 2018 A1	\$	243,648	\$	228,655	\$	228,655	\$ -
Interest Income	\$	500	\$	125	\$	3	\$ (123)
Total Revenues	\$	244,148	\$	228,780	\$	228,658	\$ (123)
Expenditures;							
Series 2018A-1							
Interest - 11/1	\$	95,983	\$	95,983	\$	95,983	\$ _
Principal - 5/1	\$	50,000	\$	-	\$	_	\$ _
Interest - 5/1	\$	95,983	\$	-	\$	(20)	\$ -
Total Expenditures	\$	241,965	> S	95,983	S	95,983	\$
Other Sources/(Uses)							
Transfer in/Out	\$	-	\$	-	\$	3,605	\$ -
Total Other Financing Sources (Uses)	\$	Elimi - su	\$	MEMBer 1	\$	3,605	\$
Excess Revenues (Expenditures)	\$	2,183			\$	136,280	
Fund Balance - Beginning	\$	98,656			\$	222,057	
Fund Balance-Ending	\$	100,839			\$	358,337	16.63.1

Community Development District Debt Service Fund - Series 2018-A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted Budget	rated Budget	Th	Actual		Variance
Revenues						
Special Assessments - 2018 A2	\$ 138,330	\$ -	\$	-	\$	-
Assessments - Prepayment	\$ -	\$ -	\$	437,424	\$	437,424
Interest Income	\$ 500	\$ 125	\$	9	\$	(116)
Total Revenues	\$ 138,830	\$ 125	S	437,433	\$	437,308
Expenditures:						
<u>Series 2018A-2</u>						
Special Call - 11/1	\$ 300,000	\$ 665,000	\$	665,000	\$	-
Interest - 11/1	\$ 77,865	\$ 77,865	\$	77,865	\$	_
Interest - 5/1	\$ 69,165	\$ -	\$	-	\$	-
Total Expenditures	\$ 447,030	\$ 742,865	\$	742,865	\$	
Excess Revenues (Expenditures)	\$ (308,200)	THE L	\$	(305,432)		
Fund Balance - Beginning	\$ 377,865		\$	937,628) KI	
Fund Balance-Ending	\$ 69,665		\$	632,196	E A	

Community Development District

Debt Service Fund - Series 2020-A1

Statement of Revenues, Expenditures, and Changes in Fund Balance

		pted lget		d Budget	The	Actual 4.2731/20	<u> </u>	Variance
Revenues								
Interest Income	\$	-	\$	_	\$	1	\$	1
Total Revenues	S	911	s	3	\$	1	s	1
Expenditures:								
Series 2020A-1								
Interest - 05/1			\$	-	\$	-	\$	ā
Principal - 11/1			\$	-	\$	-	\$	-
Interest - 11/1	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$		\$		ş	rozpasi	\$	
Other Financing Sources/(Uses)								
Bond Proceeds	\$	-	\$	-	\$	307,150	\$	
Total Other Financing Sources (Uses)	\$		\$	+	\$	307,150	\$	
Excess Revenues (Expenditures)	\$		in per		S	307,152		TRUMP.
Fund Balance - Beginning	\$				\$			
Fund Balance - Ending			50 -		\$	307,152	11.00	WASHING FILE

Community Development District

Debt Service Fund - Series 2020-A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

		lopted	d Budget	The	Actual	10	Variance
Revenues							
Interest Income	\$	-	\$ -	\$	0	\$	0
Total Revenues	s		\$	\$	0	\$	0
Expenditures:							
Series 2020A-2							
Interest-05/1	\$	-	\$ -	\$	_	\$	_
Principal-11/1	\$	-	\$ -	\$	_	\$	_
Interest - 11/1	\$	-	\$ -	\$	-	\$	-
Total Expenditures	\$		\$	5	Health XI	5	1-1-1-
Other Financing Sources/(Uses)							
Bond Proceeds	\$	-	\$ -	\$	531,597	\$	-
Total Other Financing Sources (Uses)	S	*	\$ 941	\$	531,597	\$	
Excess Revenues (Expenditures)	\$			s	531,597	- 1	s of miles
Fund Balance - Beginning	\$			\$			
Fund Balance-Ending	5	- New York		\$	531,597	V 60	

Community Development District

Capital Projects Fund - Series 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending December 31, 2020

		Adopted		d Budget		Actual	Var	iance
Revenues								
Interest	\$		-	\$ -	\$	0	\$	0
Total Revenues	S			\$	\$	0	\$	0
Expenditures:								
Capital Outlay	\$		-	\$ -	\$	-	\$	-
Total Expenditures	s			\$	\$		\$	100.50
Excess Revenues (Expenditures)	\$				\$	0	4,5 4	1,64
Fund Balance - Beginning	\$	191 = 1			\$	5,270		DE ARE
Fund Balance - Ending	1	384.36	- 70		5	5,270		

${\bf Community\ Developm\ en\ District}$

Capital Projects Fund - Series 2020

Statem ent d Rev emes, Expenditures, and Changes in Fund Balance For The Period Ending December 31, 2020

		Adopted	10.6		ed Budget	Th	Actual		Variance
Revenues									
Interest	\$		*	\$	-	\$	50	\$	50
Total Revenues	S		•	\$		s	50	s	50
Expenditures:									
General & Administrative:									
Capital Outlay	\$		-	\$	-	\$	387,225	\$	(387,225)
Total Expenditures	\$		-	\$		S	387,225	\$	(387,225)
Other Financing Sources/(Uses)									
Bonds Proceeds	\$		-	\$		\$	11,401,253	\$	11,401,253
Total Other Financing Sources (Uses)	\$			\$		\$	11,401,253	\$	11,401,253
Excess Revenues (Expenditures)	\$		8	C 3,		\$	11,014,077	The state of the s	
Fund Balance - Beginning	\$					\$			<u> </u>
Fund Balance-Ending	\$					\$	11,014,077	SUB F	Title Start

Windward Community Development District Month to Month

THE RESERVE THE PERSON NAMED IN	00		New	- 014:	100	1866	1 (4)	200						
Reyenues													ŧ	2
Assessments - Tax Roll/Direct	\$		30,754 \$							*				140.324
rectBilled	s	•		76,584 \$	•	•			,	, so	1 49			76 584
Deficit Funding	\$ 13	3,094 \$	30,155 \$		•					,	1			44,937
Total Revenues	\$ 13	\$ 966	\$ 606'09	\$ 682,961	\$.	\$	* *	S\$0360	5 .	*	**			276.742
Expenditures:														
General & Administrative.														
Supervisors Rees	46	S	9	•	49		,				٠	•	•	
FICA Expense	49		**	4					• •	, .		9 45		**
Engineering	10	3,188 \$	1,109 \$		1	,	•			,		9 49		4.296
Attorney	60	\$ 202	2,828 \$	11,113 \$	49	\$	••	•	\$.	49	\$	49	. 675	14,646
Armuage	n 4					•	1 9		•	59 ,	5	49		•
Annual Audit	n u	* 767	595				64 6 1		49 4	40 (so :		1,458
Trustee Fees				3.717 \$,	,		sa e		71
Assessment Administration \$	ısi	\$ 000'5				• •	n 44					en 4		3,717
Management Fees	. S	\$,004		3,004				,	· vi	> 47	9 45			000,0
Information Technology	~	\$ 05	\$ 05	20		. 59			,					150
Telephone	5	49		19		45	5				,		,	2
Postage \$	"	34 \$		32			•	*		•	1			123
Travel Per Diem	<u>~</u>	\$,	•	\$	49	55	\$	5	\$\$		•		
Printing & Binding \$		2		12	•	**	S	59	**	•		•	\$	14
Insurance	v.	5,381 \$		•			5	5	47	*	49		*	5,381
Cher Current Charmer	a ^	103			,		ب	s 6		44	.			103
Office Supplies	A 4-		462	170			1		w 4	v a 4	**		us .	291
Property Appraiser \$, ,			9 47					n v				→ 11
Property Taxes \$	ra.	•					. se		9 49 1	• •	, ,	n wa		-) (
Dues, Licenses & Subscriptions \$	4	175 \$	45	47	•	•	1	*	49	ys ,	•			175
Boundary Expansion	2,	\$ 005	5	41		49	5 5		49	so # (\$	45	1	2,500
Total General & Administrative	1 20	20,482 \$	8,094 \$	18,642 \$	**	# (B)	*	59				**	\$	47,168
Operation & Maintenance														
Fleid Expenses														
Field Services	1,	\$ 882		1,288 \$	*	5 9		44	\$	•	99		**	3,863
Facility Maintenance	1,	\$ 000	1,129 \$	5 η	99	•s	4	55	s	\$	49	5	*	2,129
Telephone	4		•		5		49	**	s	۶۶	4 5	₩.	4	
Water & Source	1 2	1,092 \$		9,839 \$		vs •				ب	,	57	1	11,852
Security Building Maintenance	00											ss (•	81,238
Landscape Maintenance \$			7,765 \$	7.765 \$, i		,	492
Landscape Contingency \$	6	\$ 289'6				,	**					+ 44 ,		9,682
Property Insurance \$,2,				57	•						**		2,713
Fountain Maintenance		\$ 025	300 \$	300 \$	1	49		4		599 1	4 4	\$	•	1,170
Irrigation Repairs	-	. 998		us w		,					45	5	•	
Lighting Maintenance \$	ì										65 (49	4	1,366
Monument Maintenance \$		69	1,165 \$,		* **	n va	, v				49 W	. 1166
Roadway Maintenance		5		•	٠.	•		49		· vs		. ,		3.050
Contingency		\$	10 \$	55	es ,		so	55	•	\$,	10
Total Operations and Maintenance Expenses \$	588	56.1 \$	36,975 \$	45,647 \$	*	* 1	•	\$		•	3	•	57	141.185
Tillak Expenditures	718,5	\$ 966	45,069 \$	64,289 \$	\$	*			,					
Other Financing Sources (UISES)													2	100,153
Transfer In/Out		(3,605) \$			•	9		*	s		**	,		(3605)
Total Other Etrancha Sorross Diseat	2.60	9 (30)							- 1	- 1		,		(cop'c)
and the same of th	1	* (000		•	•	•			\$	**	* *	**		(3,665)
types Revenue (byl-indicares)	(Inter	Sales A	15,540 4	1123/10 4		* *	3 8 5	30.	3 8	5.3	35/	\$ 1	* 2	78.834

Community Development District LONG TERM DEBT REPORT

SERIES 2018A-1, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATES: 4.500%, 5.100%, 5.700%, 5.800%

MATURITY DATE: 5/1/2049

RESERVE FUND DEFINITION 50% MAXIMUM ANNUAL DEBT SERVICE

RESERVE FUND REQUIREMENT \$121,730
RESERVE FUND BALANCE \$127,656

BONDS OUTSTANDING - 11/07/18 \$3,460,000
PRINCIPAL PAYMENT - 05/01/20 (\$50,000)

CURRENT BONDS OUTSTANDING \$3,410,000

SERIES 2018A-2, SPECIAL ASSESSMENT REVENUE BONDS

 INTEREST RATES:
 5.800%

 MATURITY DATE:
 11/1/2029

RESERVE FUND DEFINITION 50% MAXIMUM ANNUAL INTEREST

RESERVE FUND REQUIREMENT \$77,865 RESERVE FUND BALANCE \$77,865

BONDS OUTSTANDING - 11/07/18 \$4,120,000 SPECIAL CALL - 05/01/19 (\$150,000) SPECIAL CALL - 08/01/19 (\$245,000) SPECIAL CALL - 11/01/19 (\$330,000) SPECIAL CALL - 02/01/20 (\$200,000) SPECIAL CALL - 05/01/20 (\$205,000) SPECIAL CALL - 08/01/20 (\$305,000) SPECIAL CALL - 11/01/20 (\$665,000)

CURRENT BONDS OUTSTANDING \$2,020,000

SERIES 2020A-1, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATES: 3.00%, 3.650%, 4.250%, 4.500%

MATURITY DATE: 5/1/2051

RESERVE FUND DEFINITION 50% MAXIMUM ANNUAL DEBT SERVICE

RESERVE FUND REQUIREMENT \$127,656
RESERVE FUND BALANCE \$127,656

BONDS OUTSTANDING - 10/29/20 \$4,230,000

CURRENT BONDS OUTSTANDING \$4,230,000

SERIES 2020A-2, SPECIAL ASSESSMENT REVENUE BONDS

 INTEREST RATES:
 4.400%

 MATURITY DATE:
 11/1/2035

RESERVE FUND DEFINITION 50% MAXIMUM ANNUAL INTEREST

RESERVE FUND REQUIREMENT \$177,199
RESERVE FUND BALANCE \$177,199

BONDS OUTSTANDING - 10/29/20 \$8,010,000

CURRENT BONDS OUTSTANDING \$8,010,000

Community Development District Special Assessment Receipts Fiscal Year 2021

				(\$0.00)	(\$0.00)	(\$0.00)	(\$0.00)	(\$0.01)
402,707.00 428,411.70	Ţ	100.00%	Total	\$1,731.41	\$76.131.53	\$288.105.61	\$11,957.76	\$377,926.30
243,648.00 \$ 259,200.00 \$	ASSESSED THROUGH COUNTY	60.50%	18 DSF Portion	\$1.047.55	\$46,061,52	\$174,311,24	\$7,234.75	\$228,655.05
\$ 159,059.00 \$ \$ 169,211.70 \$	ASSESSE	39.50%	O&M Portion S2018 DSF Portion	\$683.86	\$30,070,01	\$113,794.37	\$4,723.01	\$149,271.25
Gross			EIPTS	\$1,731,41	6,131.53	5288,105.61	11,957.76	\$377,926.31
			NET RECEIPTS	107	\$	\$28	\$	\$37
			INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
			DISC/PENALTY	\$97.89	\$3,236.97	\$12,249.71	\$482.06	\$16,066.63
AL ASSESSMENT LEVY			COMMISSIONS DISC/PENALT	\$35.33	\$1,553.71	\$5,879.71	\$253.86	\$7,722.61
TOTALA			GROSS AMT	\$1,864.63	\$80,922.21	\$306,235.03	\$12,693.68	\$401,715.55
			DESCRIPTION	ACH	ACH	ACH	ACH	TOTAL
			DATE	11/06/20	11/20/20	12/10/20	12/22/20	

\$26,696.15										
		\$138,330.00	DEBT SERVICE	FUND 2018	\$0.00					\$0.00
		\$153,167.84	GENERAL	FUND	\$76,583.92					\$76,583.92
		\$291,497.84	AMOUNT	RECEIVED	\$76,583.92					\$76,583.92
		Net Assessments	NET	ASSESSED	\$76,583.92	\$38,291.96	\$69,165.00	\$38,291.96	\$69,165.00	\$291,497.84
			CHECK	NO.	1436					
	Dunes, LLC		DNE	DATE	12/1/20	2/1/21	4/1/21	5/1/21	9/1/21	
Off Roll Assessment	K. Hovnanian at Mystic Dunes, LLC		DATE	RECEIVED	12/23/20					

Gross Percent Collected Balance Remaining to Collect

93%